

027890

WARRANTY DEED

TRANSFER
TAX
PAID

KNOW ALL MEN BY THESE PRESENTS,

47-196

THAT I, WILLIAM J. DUSTY, of Waterville, County of Kennebec and State of Maine,

In Consideration of ONE DOLLAR (\$1.00) and other valuable considerations, paid by **CATHERINE E. MICHAELS**, of Waterville, County of Kennebec and State of Maine, whose mailing address is P.O. Box 2433, Waterville, Maine 04901

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey, **WITH WARRANTY COVENANTS**, unto the said **CATHERINE E. MICHAELS**, her heirs and assigns forever,

A certain lot or parcel of land, with the buildings thereon, situated in said Waterville, being Lot Number 44 on a Plan of Gilman Heights, and drawn by Francis V. Armstrong, C.E., said Plan dated December 4, 1939, and recorded in Plan Book #12, Page 77, in the Kennebec Registry of Deeds, and as revised in April, 1948, and recorded in Plan Book 16 Page 2A, to which reference is made for a more particularly description.

Subject, however, to the following restrictions numbered from 1 to 13, inclusive, which will be binding upon the said grantees and all persons claiming or holding under or through said grantees.

1. No lot or land shall be sold, the dimensions of which are less than seventy-five (75) feet by one hundred (100) feet.
2. That said land shall be used only for residential purposes and not more than one (1) residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or so sold or leased in parcels, excepting that owners of three (3) or more contiguous lots located on the south side of Highland Avenue may subdivide said lots, provided that said subdivision shall not decrease the dimensions of any subdivision into lots of less than seventy-five (75) feet by one hundred (100) feet, and provided that insofar as any such lots created by such subdivision are concerned, the foregoing Covenants of Restriction shall be construed as applying to a single lot; nor shall any buildings at any time situated on said land be used for business or manufacturing purposes; that no

Stewart Title (4)

outbuildings shall be occupied as a residence prior to the construction of the main building.

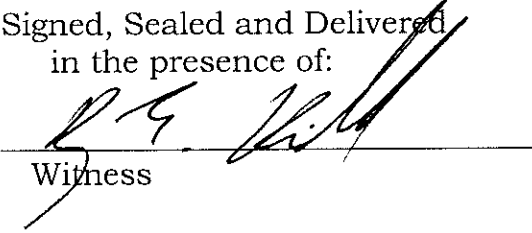
3. That the main entrance of any residence built on any lot, any boundary of which abuts Gilman Street, shall face Gilman Street; the main entrance of any residence built on any lot, any boundary of which abuts the First Rangeway, shall face the First Rangeway. The main entrance of any residence built on lots abutting only upon avenues, shall face the nearest avenue boundary line.
4. That any wall of any residence or other outbuildings, including garages, erected on any lot, any boundary of which abuts Gilman Street or the First Rangeway, shall not be erected nearer than thirty-five (35) feet from the Gilman Street line or the First Rangeway Street line; and any other wall of any such residence or other outbuildings, including garages, erected on any lot abutting Gilman Street or the First Rangeway shall not be erected nearer than twenty-five (25) feet from the nearest avenue street line, thereby extending a uniform building line thirty-five (35) feet along the Gilman Street line and along the First Rangeway Street line.
5. That any wall of any residence or other outbuildings, including garages, erected on any lot which abuts only upon avenues shall not be erected nearer than twenty-five (25) feet from any street avenue line, and any other wall of any such residence or other outbuildings, including garages, erected on said lots, shall not be erected nearer than twenty-five (25) feet from the nearest avenue street line, thereby extending a uniform building line twenty-five (25) feet along all avenue street lines.
6. Each residence or other outbuildings, including garages erected on any lot, must provide a space at least fifteen (15) feet on each side of said residence or said outbuildings, including garages, to the respective boundary lines of any adjoining lots, excepting that this Restriction shall not apply to the south boundary of lots located on the south side of Highland Avenue.
7. The cost of each main building on these lots shall be at least ninety-five hundred (\$9500.00) Dollars exclusive of all the buildings, landscaping, and any other improvements of the land not directly affixed to the main building.

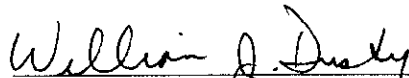
8. That no placards or advertising signs other than such as relate to the sale or the leasing of said lot shall be erected or maintained on said lot or any building thereon.
9. That no fence or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots.
10. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lots or in any building thereon.
11. That if the owner of two or more contiguous lots purchased in Gilman Heights desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing Covenants of Restrictions shall be constructed as applying to a single lot.
12. The grantor herein does not hold himself responsible for the enforcement of the foregoing Restrictions.
13. It is understood that this property shall operate under the so-called (New Neighborhood Act), and adopted by the National Association of Real Estate Operators.

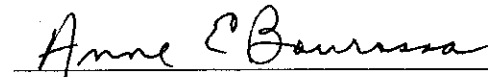
Being the same premises conveyed to the Grantor herein by Warranty Deed of Irma P. Plante, dated September 9th, 1996 and recorded in the Kennebec County Registry of Deeds at Book 5217 Page 41.

IN WITNESS WHEREOF, I, the said **WILLIAM J. DUSTY** have hereunto set my hand and seal this 27 day of October, 2000.

Signed, Sealed and Delivered
in the presence of:


Witness


WILLIAM J. DUSTY


by **ANNE E. BOURASSA** under
Power of Attorney dated: 08/23/96

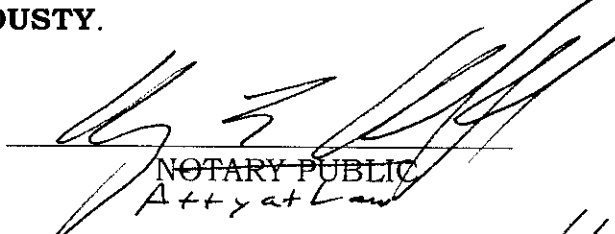
ACKNOWLEDGEMENT

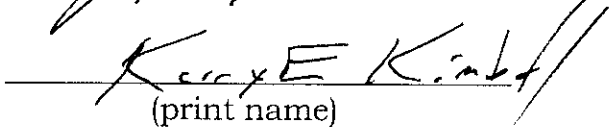
STATE OF MAINE
KENNEBEC, ss.

October 27, 2000

Personally appeared the above named **ANNE E. BOURASSA** who signed the foregoing instrument as Attorney in fact for the above-named **WILLIAM J. DUSTY** and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of **WILLIAM J. DUSTY**.

Before me,

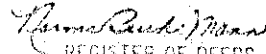


NOTARY PUBLIC
Att'y at Law


Kerry E Kimball
(print name)

RECEIVED KENNEBEC SS.

2000 OCT 31 AM 9:05

ATTEST: 
REGISTER OF DEEDS

EAST LAND TITLE, INC.
BANK BUILDING, SUITE A
UNIVERSITY DRIVE
AUGUSTA, ME 04330